



DEPARTMENT OF COMMUNITY SERVICES CONTRACT TRACKING AND ACTION FORM

Unit/Program:	CHAD
Contractor:	City of Battle Ground
Contract No:	2015-CDBG-1501
Period of Performance:	09/08/15 – 07/31/16
Modification:	2
Amount of Contract/Mod:	\$229,200
Description of Program and/or Services:	NE 1 st Street Sidewalk improvements Modification to extend the contract expiration date through 07/31/16. No change to budget.
Date Fully Signed	05/02/16
Program Contact	Sam Whitley
Finance Contact	Rhonda Hills
Contract Contact	Jay Carstens

Prepared by: Janet Snook
Date: 05/02/16

PATH TO THE FULLY EXECUTED CONTRACT:

H:\CONTRACTS\FULLY SIGNED CONTRACTS - PDF\ Battle Ground, City of. . .

MODIFICATION #2
CONTRACT #2015-CDBG-1501

between

CLARK COUNTY

P.O. Box 5000, Vancouver, WA 98666

and

CITY OF BATTLE GROUND

109 SW 1st Street Suite 127, Battle Ground, WA 98604

Program:	NE 1st Street Sidewalk Improvements
Contract Period:	September 8, 2015 through July 31, 2016
Total Contract Amount:	\$229,200
Funding Sources:	Fund 1939 CDBG
DUNS Number:	018177964
CFDA Numbers:	14.218

Contractor Program Contact	Contractor Fiscal Contact	County Program Contact	County Fiscal Contact
Sam Crummett 360-342-5042 sam.crummett@cityofbg.org	Brian Wolf 360-342-5026 brian.wolf@cityofbg.org	Samantha Whitley 360-397-2130, ext. 7842 Samantha.whitley@clark.wa.gov	Rhonda Hills 360-397-2075 ext 7836 rhonda.hills@clark.wa.gov

Clark County, hereinafter referred to as the "County," and City of Battle Ground, hereinafter referred to as the "Contractor," agree to the terms and conditions of the County Basic Interagency Agreement and this Contract Modification by signing below:

FOR CLARK COUNTY:

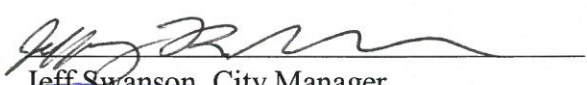


Vanessa Gaston, Director

Date

5/2/16

FOR CITY OF BATTLE GROUND:



Jeff Swanson, City Manager

Jeffrey R. Swanson

Date

4/20/2016

BUDGET SUMMARY
CONTRACT #2015-CDBG-1501.2
CITY OF BATTLE GROUND

<u>Source</u>	<u>Fund Amount</u>
A. Clark County CDBG	\$229,200
B. City contribution (in kind)	\$ 18,000

Itemized Cost	Total Cost	County CDBG	City
PROJECT COSTS			
A. Construction	\$217,200	\$217,200	
B. Engineer/Architect	\$30,000	\$12,000	\$18,000
PROJECT TOTALS	\$247,200	\$229,200	\$18,000

Match is 7.3% (\$18,000 / \$247,200)

1. CONTRACT HISTORY

Contract Term	Action Amount	Total Contract Amount
Base Contract 09/08/15 – 04/30/16	\$229,200	\$229,200
Modification #1 Unilateral budget line adjustments	\$0	\$229,200
Modification #2 Contract Extension: 09/08/15 – 07/31/16	\$0	\$229,200

2. MODIFICATIONS

- 2.1. The Project close out date, Period of Performance, and Contract Period, are all extended through **7/31/16**.
- 2.2. The total contract amount remains the same.
- 2.3. All other terms and conditions remain the same.

3. ENTIRE CONTRACT

This modification incorporates the original Contract and any subsequent modifications by reference. The parties agree that the original Contract, and this modification are the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Except as otherwise provided in the contract, any modifications of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this modified Contract.

4. DEBARMENT OR EXCLUSION

By signing this modification, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any federally-funded program by any federal department or agency (Excluded Person) and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work (whether directly or indirectly) under this Contract is an Excluded Person.

5. PROJECT SCHEDULE EXTENSIONS

The Contractor agrees to allow the County to extend the Project Schedule appearing in the Contract when necessary and in the interests of both parties. In the event the County needs to extend the Project Schedule, the Contractor grants the County the right to unilaterally extend, in writing, the Project Schedule, Period of Performance, and Contract Period without the signature of the Contractor.

6. CONTRACT MODIFICATIONS FOR BUDGET LINE ADJUSTMENTS

The Contractor agrees to allow the County to make adjustments to the individual budget lines of this Contract when necessary and in the interests of both parties, provided the total contract amount remains unchanged.